

With respect to the remaining factors, the court finds that the Agreement should be sealed. The Agreement contains confidential and proprietary information that could damage DUHS if disclosed. Therefore, the court finds that DUHS's interest in non-disclosure of proprietary information outweighs the public's right to access to these documents. See Emergency Fuel, LLC v. Pennzoil-Quaker State Co., 187 F. Supp. 2d 575, 583 (D. Md. 2002) (sealing confidential commercial information because "public disclosure could unfairly damage the parties' business and financial interests"), aff'd in part, rev'd in part on other grounds, and remanded, No. 02-1391, 2003 WL 21772131, at *1 (Fed. Cir. July 25, 2003) (unpublished). Moreover, the court has considered less drastic alternatives to sealing the documents. However, after a review of the Agreement, the court finds that it is not possible to redact the records because it would render them meaningless. Therefore, based on the foregoing, the court grants DUHS's motion to seal.

It is therefore

ORDERED that DUHS's motion to seal, docket number 64, is granted.

IT IS SO ORDERED.

s/Henry M. Herlong, Jr.
United States District Judge

Greenville, South Carolina
December 18, 2007